## THE COURTS.

Interesting Proceedings in the United States. New York and Brooklyn Courts.

Alleged Perjury-Business of the United State Circuit Court-The Jim Irving Trial-Contempt of Court Cas:-Violation of the Revenue Law-Verdict Against a City Railroad-Decisions-Alleged Forgery Against a Lawyer-Business of the General Sessions.

#### UNITED STATES SUPREME COURT.

Action Against the Cunard Steamer Java fo Running Down a Schoener—A Loyal Louisi-anian Sacs the Government for \$72,508—A Smart Virginia Rebel Seizes and Sells Property Partly Purchased from Him-im-portant Decisions from the Court of Claims.

Washington, March 27, 1872. Wo. 145. Burns et al. vs. Judd Linseed and Sperm Oil Company-Appeal from the Circuit Court for the District of Massachusetts,—The libeilants, apees, were the owners of a cargo of lins nich was shipped on board the schooner James oskey, bound from Boston for New York. The schooner was towed from East Boston into the stream and was getting under way near the school-ship deorge M. Barnard, and had only a part of her foresail hoisted, when her master saw the Cunard steamer Java coming round the stera of the schoolsnip and making directly for has schoolsn. The schooner's heim was put hard-a-starboard out the steamer struck her abat the main rigging and knocked a hoe through Rer, and the hisseed was damaged. The appellants, owners of the Java, placeded nevitable accident, and the District Court sustained the plea, dismissing the libel. The Circuit Court, finding the same state of facts, held that the Java was at fault in voluntarily and from her own convenience placing nerself in a position where, meeting a small vessel in a place not unusual and where such a meeting might reasonably have been expected, she comid do nothing by her machinery, her anchors or her belin to avoid the coulision. The decree of the District Court was reversed, and from this decree of reversal the cause comes here, the appellants insisting that the steamer promptly and properly maneuved, and that she cannot be hed responsible for the position ahe occupied. W. G. Russell for appellants; R. H. Dana, Jr., for appellees.

No. 146. Pugh vs. The United States—Appeal

No. 146. Pugh vs. The United States-Appea rom the Court of Claims.—Pugh alleging himself to be a native and a loyal citizen of the United States, who never in any way added the rebellion, sued to recover \$72,508 for property destroyed on his plan-tation in Louisiana, and for its occupation and recover \$12,008 for property destroyed on his plantestion in Louisiana, and for its occupation and remtal by the government, it being claimed that the government had possession of it for the gears 1864 and 1865, and that it was rented to parties who made about fitteen thousand dollars per annum of sugar and monasses on it. The claimant alleges that under the service of his physician he went to Texas for his neath in 1865, leaving his plantation in charge of an agent, and that the government forces dispossessed his agent and appropriated his property. The court of Claims dismissed the petition, for want of jurisdiction, holding that it cound not adjudicate a case involving "a claim against the United States growing out of the destruction or appropriation or damage to property by the army or navy engaged in the suppression of the rebellion." (Act of July 4, 1851.) It is here instituted in the countries of the property and restored it in a damaged condition, there is an implied contract to pay for the use and to restore it in as good a condition as when taken. It is also said that the motion diskings being in the nature of a denurrer or equivalent therete, it admitted the altegations of the petition, and, therefore, in case the jurisdiction is sustained, the judgment must be for the claimant. F. J. Davant for claimant, C. H. Hill for the government.

No. 151. Bigler vs. Waller, Administrator, &c.-Appeal from the Circuit Court for the District of liginia.—This was a suit brought by Bigler, of New York, against Waller, of Virginia, to have certain bond and trust deed in the nature of a mortgage decreed to have been paid. Bigler, before the war, purchased of Walier, deceased, a tract of land for \$30,000, paying \$5,000 cash, and giving mortage or trust deed in question for the basance, having made large improvements on the place and payments on the mortage to the extent of \$12,000, the war came on and the property was taken possession of by the rebels, and Walier, who was an officer of the rebels army, caused the mortage to be foreclosed, and a sale of the estate at public auction, outling it in nimself for \$17,000. The prayer was that certain destruction of property made by Walier's lessee, and the reats and profits appropriated, should be adjudged as canceling the mortage, and that the planning should be decreed earlied to possession. The Court found Bigier \$10 indebter to Walier's 13,000 on the mortage, and decreed that he receive from Waller's auministrator the value of \$2,000 in Confederate bonds (185), or \$15,854, which sam Walier had received as real for the place; and further decreed that higher have possession upon paying Walier's administrator \$17,000 and certain costs to other parties concerned, and appointed a trustee to self in case the sums decreed were not paid. From this decite the appeal is taken. C. Roomson for appellate; E. L. Fancher for appellant. gage decreed to have been paid. Bigler, before the

No. 154. United States vs. Wilder-Appeal from Court of Claims.—In May, 1861, Burbank & Co. contracted with the Quartermaster's Department to \$2 90 per 100 pounds. The contract specified no period of duration; but the transportation went on under it until July, 1863, when, as alleged in an exigency of the government, Lurbank & Co. declined to furnish further transportation at the same rates. Under these cucumstances the Quartermaster in charge agreed to pay for the transportation what it was reasonably worth, and \$4.50 per 100 pounds was fixed upon; but the Department at Washington refused to pay any greater sum than \$2.90, originally agreed upon, for the reason that the obligation under that agreement had not been terminated by reasonable notice. This suit was to collect the difference, the government having paid in this at the rate of \$2.90. The petition was filed more than six years from the time of payment. The Court of Claims head that the contractors and a valid claim, and that it was brought within the time allowed by law. The government here insists that the payment of \$2.90 per 100 pounds did not acknowledge that the sum such for was due, so as to take the case out of the stante of immitations, and that there is nothing due the claimsniss under the advance agreed upout by the Quartermaster. Case submitted on the printed briefs. C. II. Hill for government; Sandborn & King for claimants.

No. 492 Armstrong vs. United States—Appeal period of duration; but the transportation went on

No. 492. Armstrong vs. United States—Appeal from the Court of Claims,-This was an action to regover proceeds of cotton seized under the Captured and Abandoned Property act, in which the question was upon the logarty of the claimant. The Court below inferred disleyalty from the fact that the claimant repaired south as the troops of the United States approached, and the judgment was against her. Inis Court of not pass judgment upon this ruing, but reverse the judgment of the Court of Claims, on the ground that the proclamation of parden and amnesty of December 25, 18.5—which was unconditional and without reservation—has rendered it unnecessary to determine the question. This was a public act, of which all courts are bound to take notice and to carry into effect. The Chief Justice delivered the optings.

No. 24. United States vs. Crussell—Appeal from the Court of Claims.—This was a proceeding to re-cover the amount of the proceeds of certain cotton cover the amount of the proceeds or certain cotton seized under the Captured and Abandoned Property act, and the question was upon the proof of the proceeds having been paid into the Treasury; for without that fact being before the Court there could be no recovery. The Court below found from the circumstances that the proceeds had been paid into the Treasury, and the ciaimant was allowed to recover. This Court affirm the judgment, the Chief Justice delivering the opinion. Dissenting, Justices Davis. Swayne and Milier, who hold that the burden of the proof is on the ciaimant to show that the money has been paid into the Treasury.

No. 93. Sears vs. Steamer Sociia—Appeal from the Circuit Court for the Southern District of New

e Circuit Court for the Southern District of New York .- In this case the Court affirm the decree of the Circuit Court, holding that both under the lay of the sea and the act of 1804 it is obligatory on ships at sea to display colored side lights, and that under the latter this regulation is to be enforced in the case of a collision at sea outside the jurisdiction of any nation, even when the suit is between our citizens and the citizens of a foreign State. Mr. Justice Strong delivered the opinion.

No. 126, Steinbock vs. Relief Fire Insurance Com pany of New York-Error to the Circuit Court for Maryland.—This was an action on a policy of in-surance on the plaintiff's stock of fancy goods, toys and other articles in his line of business as a Ger man jobser and importer. It was stipulated in man joboer and importer. It was stipulated in writing that he should be privileged to keep fire crackers on sale. It appearing that at the time of the fire the plaintiff had fireworks in his store for sale, he offered evidence that Breworks were an article in his line of business as a general jobser and importer, for the purpose of aboving that they were covered by the written words of the policy—toher articles in his line of business." The Court rejected the evidence, and he verdict was for the company. This Court affirms the judgment, saying that there can be no doubt that the evidence was properly rejected. The Chief Justice delivered the opinion.

No. 10s. Conrad vs. lizziett et al—Appeal from

the steamboats Katte and Des Moines. This Court affirms the decree of the Circuit Court, holding that both vessels were at fault, and ordering the damages to be apportioned between them. Mr. Justice Davis denvered the opinion.

No. 122. Miller vs. Watkins and the Patent Nut

and Boit Company .- Error to the Circuit Court of iana. This was an action to recover on an alleged contract with Watkins, made for the alleged contract with Watkins, made for the Patent Company, by which it was agreed the latter should manufacture cotton from the under Butler's patent and divide the profits after payment of expenses. The desence was that no contract existed; that a draft of a proposed contract was made, but not signed, and that the agreement was never completed. Under the instructions of the the Court the verdict was for the company, and the judgment entered is here reversed because of error in the ruling of the Court in excluding letters from the defendants in error tending to show their motives in negotisting with Butler. Mr. Justice Strong delivered the opinion.

No. 589. Union Mutual Life Insurance Company, of Maine, vs. Wilkinson—Error to the Circuit Court for Iowa.—This was a suit on a policy of insurance for lows.—This was a suit on a policy of insurance taken by Wikinson, a readient of lows, on the life of his wife. The defence was that the wife had inciplent consumption when the insurance was obtained, which fact was irandulently suppressed, and that ahe had been years before seriously injured by failing from a tree, which fact was also trandulently suppressed. The two questions were submitted to the jury, and they found for the insured in both insurances. The case was brought here on a writ of error to the judgment, and this Court affirms the judgment fluding no error in the ruling of the Court below. Mr. Justice Miller delivered the opinion.

No. 114. Stoughton vs. Gerson-appeal from the Circuit Court for Maryland,-This was a proceeding was purchased by the intestate of Stoughton of was purchased by the intestate of Stoughton of Gerson, a mortgaze being given on the one purchased, and another owned by the intestate to to secure a baiance of purchase money. The delence was inise representations by the broker making the sale of the vessel, in stating that she did not draw more than turee and a half feet of water. The Court below found that the allegations of the defence were not proven and the judgment was for Gerson, and this Court affirms the judgment. Mr. Justice Field delivered the opinion.

No. 355. Monger vs. Shirley-Appeal from the

Circuit Court for East Tennessee.—Appeal dismissed.

No. 7. Original. Exparte McNeil—Petition for writ of prohibition to the District Court for the Eastern district of New York.—Application denied and petition dismissed.

No. 8. Original. Exparte land.—Same order.

No. 18. United States va. Silvey—Appeal from the Court of Chaims.—Affirmed by a divided Court.

No. 10. Original. Exparte T. Jefferson Greer.—In this case, which is one of the Ku Kux cases from South Carolina, under the Enforcement act of 1870, the Court have directed writs of habeas corpus and certificant to issue, to bring up the commitment for examination here, and the writs are returnable on the sth proximo and to be heard on the 12th.

mportant Patent Suit-A Manufacturer of Locomotive and Car Wheels Alleged to Have Obtained Patent Privileges by Fraud-The Reading Railroad Company Contesting the Power of the State of Pennsylvania to Tax for Goods Transported Beyond the State Limits.

No. 147. Mowry vs. Whitney-Appeal from the Circuit Court for the Eastern District of Pennsylvania. -The bill in this case was flied to obtain an inqui sition against Whitney to restrain a proceeding prose sition against Whitney to restrain a proceeding prosecuted in the Circuit Court for Onio against Mowry,
for an alleged infringement of a patent granted to
Whitney, in 1848, for a "process for prolonging the
time of cooling in connection with annealing cast
iron railroad car wheels," The bill recites that the
extension of Whitney's patent, granted in 1862,
is void, because procured by means of fraud
and deceit practised on the Commissioners of
Patents in respect to the profits of the patentee,
and alleges that this fraud cannot be used in the
defence to the suit in Ohio, because that case has
been decided against the piantiff in this, and is
before a commissioner for an account; and that it
was not used on the trial, because it was not known
until the trial that such fraud was used in procurring the extension, having been asceriathed from
the testimony on the trial.

The Court held on demurrer to the bill that it
could not interfere with the Ohio proceeding without usurping the appeliate jurisdiction of this Court
and collaterally millifying what it is promibited from even reversing, and the petition
was dismissed. It is here claimed that
while the Circuit Court of Pennsylvania had
no power to direct or control the proceedings of the
Circuit Court, for Ohio, it did have jurisdiction over
the defendant, Whitney, together with full power to
enjoin and restrain him from prosecuting a suit in
the other Court, where, as shown by the bill in this
case, the suit which he was sought to be enjoined
from proceeding was founded on an instrument
fraudinently procured, and the prosecution of the
suit upon it was contrary to equity and good conscience. A. G. Thurman for appellant; Henry Baidwin, Jr., for the appellee.

No. 165. Reading Railroad Company vs. The
State of Pennsylvania, — In cuted in the Circuit Court for Onio against Mowry,

State of Pennsylvania, and 161, Same, vs. Same-Error to the Supreme Court of Pennsylvania .- In February, 1856, the Legislature of Pennsylvania passed an act which provided that in addition to the taxes then provided for by law every railroad, canal and transportation company incorporated under the laws of the State, and not liable to the the State a tax of three-fourths of one per cent upon the gross receipts of the company, the tax to be paid semi-annually before the 1st day of July and Jann-ary, commencing on the 1st day of July, 1866; and for the purpose of acceptaining the argued of the sor the purpose of ascertaining the amount of the same it was made the duty of the Treasurer t transmit to the Auditor General, at the dates fixed a statement, under outh or affirmation, of the amount of gross receipts of the company during the period of six months; and if there was refusal of failure for a period of thirty date after period of six months; and if there was refusal or failurs for a period of thirty days after the tax became due to make return or to pay the tax, an addition of ten per cent should be collected. Under this act the company paid the tax on that portion of their gross receipts derived entirely from transportation of goods to be delivered within the State, but refused to pay on that portion which was derived from transportation intended to go without the State. From a judgment for the latter amount the writ of error is taken, and the piaintiffs in error contend that that portion of the gross receipts of a corporation are not liable to a tax the same as that portion of its transportation within the State. This tax, charged equality on all the gross receipts derived from every source, constitutes an unconstitutional regulation of commerce, so far as it taxes the gross receipts from inter-State traille.

No. 15e presents precisely the same question, except that the tax is upon the tomage of the road

cept that the tax is upon the tonnage of the road which was transported beyond the borders of the State, and the familiar argument is therefore made that so far as the tax is imposed on transportation from or into the State it conflicts with the clause in from or into the State it conflicts with the clause in the constitution which gives to Congress the power to regulate commerce with foreign nations, among the several States and with the Indian trices. On the part of the State at is insisted that if it is a regulation of commerce to impose such a tax the State has a right under the clause of the constitution quoted to make such a regulation, Congress not naving prohibited it by legislation. J. E. Gowan and R. A. Lamoerton for plantiffs; S. W. Smith and F. Carroll Brewster for defendants.

### UNITED STATES CIRCUIT COURT Alleged Perjury.

Before Judge Benedict.
Yesterday James S. Woodhouse was put upon his trial on an indictment charging that he had comnitted perjury by swearing in an adidavit made by him before Commissioner Osborn that he owned six acres of land on Franklin avenue, Brooklyn that he was the sole owner of the same; that it was not encumbered, and that he had paid the taxes not encumbered, and that he had paid the taxes upon the property named up to the present time. This adidavit was sworn to by Woodhouse for the purpose of having him taken as bail in a certain bankruptcy proceeding that was pending before Commissioner Osborn. For the prosecution evidence was given to show that the property mentioned in the defendant's adidavit as belonging to him was now actually held by one Jacob Webber, who had got possession of it on consideration of a payment of \$50,000 to a person named Meyer; that the taxes had been since 1864 paid in the name of a party other than the defendant, and that Webber had assumed a mortigage of \$20,000 upon his purchase. The defendant set up that he had a title to the property from one Watson, but this allegation was controverted by the government. Mr. Obarles S. Spencer summed up the case on the part of the defendant, and Mr. Davis, Assistant District Attorney, for the government. The jury, after a orlef charge from the Judge and naving deliberated for five minutes, found the defendant guilty.

Business of the Court.

Judge Benedict stated that as the present term of

Judge Benedict stated that as the present term of he Court ended upon Saturday he would on that day, at ten o'clock in the morning, sentence the prisoners who had been recently convicted before im.
The Court then adjourned.

The Trial of Ex-Assemblyman James Irving As the present criminal term of the United States Circuit Court, before Judge Benedict, ends on Satfreworks in his store for sale, he offered evidences that areworks were an article in his line of bisiness as a general jodder and importer, for the purpose of showing that they were covered by the written words of the court rejected in the line of bisiness." The Court rejected the evidence, and the verdict was for the company. This Court affirms that the evidence was properly rejected. The Chief Justice delivered the opinion.

No. 10s. Contail vs. Hazlett et al.—Appeal from the Chrotit Court for the District of Misseart.—This was a case of collision on the Onio River between the court in that of James is not likely that either his trial when called upon; but it is not likely that either his trial or that of James Irving oan be had next month, which may

possibly be devoted to the disposal of important civil

UNITED STATES DISTRICT COURT -IN BANKRUPTCY.

Alleged Contempt of Court.

In the case of L. C. Hyde against Michael Steiner and others Judge Biatchford has reserved his decision, upon a motion which was argued before him to punish Steiner for alleged contempt of the authority of the Court in whether the court is received. thority of the Court in violating an injunction that had been issued in respect of certain bankruptcy proceedings in llinois. It was maintained during the argument that a party could not plead a detect in an injunction as an excuse for disobeying its directions, and that angations of contemp made upon information and belief were not sunicient to justify the Court in inflicting punishmen.

UNITED STATES COMMISSIONERS' COURT. Alleged Violation of the Revenue Law.

Before Commissioner Shields.
The United States vs. William Dooley.—The defendant carries on business in Fourteenth street and Tenth avenue. He was charged with selling cizars over the counter out of boxes that were not

orgars over the counter out of boxes that were not properly stamped. Having waived an examination the Commissioner held him to await the action of the Grand Jury.

The United States vs. Frances Barodo,—The defendant has a place of business in South Fifts avenue. He was held in \$1,000 bail for examination on a charge of manufacturing eigars without properly stamping them.

Thespian Gentlemen in Litigation.
Before Judge Cardozo.
John S. Spencer vs. Charles S. White.—A motion ras made to vacate an order for the appointme of a receiver as to the rents of the Brooklyn Giobe Theatre. The parties were partners, and it is claimed by the piantiff that they leased the theatre to other parties for \$6:0 a month, and that since then the defendant received the rents, without accounting to the plaintiff for the same. The Court reserved its decision on the motion.

Decisions.

By Judge Cardozo.

Samuel C. Barr vs. William Arrowsmith et al.—
Motion denied; costs to abide event.
Guion vs. Firney.—Motion granted on payment of
\$10 costs.

Compton vs. Leland.—Same.
Sackett et al. vs. Downing et al.—Motion granted on payment of the taxable costs and \$10, the costs of this motion. of this motion.

White vs. White.—Proof of service of summons and of default needed.

Annie Chisam vs. George W. Chisam.—Judgment of divorce granted on report of referee.

Elizabeth L. Connell vs. Michael Connell.—Referred back to referee.

SUPERIOR COURT-SPECIAL TERM. Decisions.

Elizabeth F. Martin vs. Arguir Leary.—Order

granted.
Marcella Rogers vs. Charles Rogers.—Same.
The Delaware, Lackawanna and Western Rattroad Company vs. James Crower.—Motion for reference granted. ence granted.

George Carpenter vs. Frederick Engelshircher.—
Order that bill as to second cause of action shall state character of service more particularly.

Bessie Nash vs. James A. Fagan.—Order granted.

COURT OF COMMON PLEAS-TRIAL TERM-PART I. Verdict Against a City Railroad Company.

Julia Quinlan vs. Sixth Avenue Railroad Company.-This case, which has been on trial several lays, the full particulars of which have been pub lished, was brought yesterday to a conclusion with a verdict of \$4,000 for the piaintiff. It will be remembered that a runaway team ran into a car of the company in which she was riding, and that, as a result of the casualty, she was hurt in the spine, producing permanent injuries.

> COURT OF COMMON PLEAS-SPECIAL TERM. Decisions.

By Judge Robinson.
Gilpin vs. Baltimore and Onto Railroad Company.—Motion denied, with \$10 costs.
Shultz vs. Weston.—Motion to set aside inquest
enied and stay vacated, with \$10 costs,
Schneider vs. Pinckney.—Motion for commitment
enied, withput costs. Schneider vs. Pinckney.—Motion for co-enied, without costs. Hobart vs. Lock wood.—See draft order.

COURT OF GENERAL SESSIONS.

A River Thief Sent to the State Prison for Five Years. Before Recorder Hackett.

ming up in the case of Cornelius Maioney, charged with being a river thief, in stealing six tons of iron owned by the Ramapo Wheel and Iron Foundry Company, took place yesterday. After the detence was exhausted Assistant District Attorney Sullivan proceeded to sum up the case fo the prosecution, and to demonstrate that the evidence showed Mahoney to be one of the most extensive river thieves in New York, and urged upon tensive river thieves in New York, and arged upon the jury the importance of assisting the prosecuting officers and the Court in breaking up a system of swinding which robs merchants of tens of thousands of dollars' worth of goods every year.

The Recorder delivered an elaborate, clear and impartial charge, after which the jury rendered a verdict of guilty.

Air. Sullivan asked for judgment. His Hopor the Recorder said that in his judgment never was there a more righteous conviction rendered in this Court, and sent Malioney to the State Prison for five years at hard labor.

Frank McMahon, charged with burgiariou eiing the premises of Richard Sheppard, 636 Sixth arenue, and stealing a pair of shoes, was acquitted. Ellen Kelly, charged with stealing \$35 worth of clothing from John T. Doyle, pleaded guity to petty larceny, and was sent to the Penitentiary for six

Alleged Assault and Battery by a "Politician"

Upon a Horse Jockey. Louis Bieral was tried upon an indictment charg ing him with committing an assault and battery on the 11th of this month, at the livery stable on the corner of Seventh avenue and Thirty-eighth street The parties were dealers in horses, the complainan The parties were dealers in norses, the complainant stating that he was a pockey, and the defendant, when asked what his occupation was, said that he was a politician. He also affirmed that the bad feeling which existed between him and McLaughlin arose out of the Stokes case. As the evidence was reconciliable the jury gave the benefit of the doubt to the politician, and a verticet of not guilty was rendered.

Forgery.

George Wilks, alias John Roe, pleaded guilty to forgery in the third degree, he having been indicted for forging a check upon the Tentn National Bank on the 21st of September, 1870, as follows:—

Pay to the order of Glendenning, Davis & Amory WILLIAM HOGUET & CO. 821,010. WILLIAM HOGUET & CO.

It appears from a perusal of the papers that the accused was charged with negotiating this check, which was altered from \$24 to \$24,000, and was induced to do so by other parties, who evidently were the forgers. In view of his youth and other mitigating circumstances the Recorder sent him to the Penitentiary for one year.

Alleged Lurceny of a Horse and Wagon. John M. Van Housten was placed on trial charged vith stealing a horse, wagon and harness from with stealing a horse, wagon and harness from William C. Spears, 117th street and avenue A, on the 1st of August, 1869. The evidence showed that the accused disposed of the stolen property shortly afterwards to a man in New Jersey, who returned it to Mr. Spears, As the testimony was not all in till a late hour in the afternoon, and the Recorder naving an official engagement, the summing up was postponed till this morning.

Arrest of a Lawyer for Alleged Forgery.

An exciting episode in connection with the trial of Van Housten took place. It seems that the Grand Jury have just found

seems that the Grand Jury have just found an indictment for forgery in the first degree agains an indictment for forgery in the first degree against Alexander H. Reavy, counsel for Van Housten, the charge being that he forged a deed by which an old lady named Enzabeth Taylor was, as is alleged, swindled out of all her properly. When it was learned that Reavy was in Court a bench warrant was issued and placed in the hands of Captain McCloskey, who, before the Court adjourned arrested him. Reavy was astonished, and asked the Recorder to permit him to go at large thi to-day. His Honor refused to grant his request and fixed the bail at \$10,000. It was understood that at a late hour in the atternoon the accused procured the requisite amount of bail and was released from custody.

# BROOKLYN COURTS.

UNITED STATES DISTRICT COUST.

Sait to Recover for Damages by a Collision—
Decision of Judge Benedict.

John Jex vs. The Steaming Game Cock, &c.—
Judge Benedict yesterday rendered the following decision in this case:—On the 3d day of February, 1872, the bark Pallas, lying at a pier, was struck by the schooner C. H. Eaton, then in tow of the Game Cock, and injured to a small amount. The present action is brought by John Jex, the owner of the bark, to recover of the tng the amount of the damages sustained by him, as owner of the bark, by reason of the collision. The answer set up, among other matters of defence, that while the tug was taking the schooner into the slip a cake of lies was forced by the wind and tide against the tug and schooner, which brought the schooner in contact with the Pales. The Court of Appeals

and that the damages caused by the collision were repaired by the owners of the schooner at their own expense. The proofs show that there was no cake of ice which forced the tag and schooner upon the Pailas, but that the collision arose solely from the mismanagement of those who had charge of the tag and controlled the movements of the schooner. The responsibility of the tag for the damage is accordingly clear.

The allegation that the damage was repaired at the expense of the owners of the schooner is not sustained by the proofs. The bark was repaired, but the work was done upon the credit of the bark, and the bill charged to the bark was unpaid at the commencemen of this suit. Although it appears that since the commencement of this action the bill has been paid by the person who was the consignee of the schooner, such payment cannot upon evidence be held to have been made by the owners of the schooner, or for their account, but for account of the inheliant, for whom the consignee acted in respect thereto, and does not constitute a defence to this action. I must, therefore nold the fibelant entitled to recover herein the damages by him sustained, by reason of the collision in the libel mentioned, and direct a reference to ascertain the amount of the damages.

SUPREME COURT-SPECIAL TERM. Decisions.

By Justice Fratt.

Joseph A. Cutter et al vs. Thomas B. Wilson.—InJunction di-soived, on defendant stipulating to recer
cause, take short notice of trail and proceed from
day to day to try said cause, and to waive any and l claims or undertaking herein. Hays et al vs. Thomas.—Judgment for plaintiff.

COUST OF APPEALS. The following is the Court of Appeals day calendar for March 29:—Nos. 207, 206, 174, 162, 14, 123, 118 and 101.

BANKRUPTCY.

Important Question & ffeeting the Selling or Disposing of Creditors' Claims.

Yesterday, in the matter of Theodore H. Vetter lein and Bernhard T. Vetterlein, Judge Blatchford in the United States District Court, rendered at important decision, in which he holds that it is contrary to the Bankruptcy law for creditors to sel their claims to a trustee and receive a compensation for voting in favor of a resolution appointing the trustee. As the point is one that has not specialt heretofore engaged the attention of the Court, but munity, we give in full Judge Blatenford's

heretofore engaged the attention of the Court, but is of considerable interest to the mercantile community, we give in full Judge Blatenford's

DECISION.

The forty-third section of the Bankruptcy act, in providing that the Court shall confirm a resolution passed under that section, if it shall appear to it that the resolution was duly passed, and that the interests of the creditors will be promoted thereby, refers to the interest of all the creditors, and its design is to put it in the power of the Court to protect the interests of those who do not vote in flavor of the resolution. The will of three-fourths in value of the creditors whose claims have been proved is not to control in respect to the claims of those who do not vote in lavor of the resolution. The will of three-fourths in value of the creditors whose claims have been proved is not to control in respect to the claims of those who do not vote in lavor of the resolution into effect. The twenty-second section of the act provides that a creditor to have his demand allowed must make a deposition setting forth among other things that no agreement has been made by him to

SEL OR DISPOSE OF HIS CLAIM, or receive any consideration whereby any action on his part in the proceedings under the act shall be in any way affected, influenced or controlled, and that no claim shall be allowed unless all the statements set forth in the deposition shall appear to be true. The twenty-mint section of the act provides that no discharge shall be granted, or, if granted, be valid, if the bankrupt, or any person in his behalf, has influenced the action of any creditor at any stage of the proceedings by any pecuniary consideration or obligation, in the present case it appears that ever, one of the creditors who has already received from the assignee a dividend of sixteen per cent. By an agreement signed by each the person named as trustee is, as soon as three-fourths in value of the creators shall have signed the surfer shall have signed the signers are to remume the person i

THE BANKRUPIS THEMSELVES be appointed trustees. A person who is to hold the estate under such a private trust is not a proper person to be appointed trustee. The forty-third

the estate under such a private trust is not a proper person to be appointed trustee. The forty-third section provides that the trustee shall proceed to wind up and settee the estate under the direction and inspection of the committee of the creditors for the equal benefit of all the creditors. This trustee has obligated himself, by a private agreement, to wind up the estate for his own benefit and that of the signing creditors, to the exclusion of the non-signing creditors. Moreover, but a single person is named as a committee, and he is one who has signed the agreement referred to, and wait thereby cease to be a creditor the moment the trustee takes the estate and the nineteen per cent is paid. A trustee who, after his appointment, should enter into such obligations and arrangements as those shown to have been entered into in advance by this trustee, would be removed by any court of Equity.

The interests of the non-signing creditors are deliberately sacrificed by the arrangements entered into. Under them the trustee has obligated himself to use the estate to reimburse entered into. Under them the trustee has obligated himself to use the estate to reimburse to himself his advances and to pay ms compensation of \$12,500, and to turn over the rest to the bankrupts. The money put into the hands of the assignee it is expressly agreed shall be used to pay the creditors who sign. No others can receive the nineteen per cent. Those who have not signed appeal to the Court not to sanction such a proceeding. The proposed trustee resides in Philadelphia, and if the estate should pass into his hands he would hold it without having given security, and free from the control of any committee or of this Court. The application to confirm the residuous is denied, with costs to the opposing creditors, to be paid by the assignee out of the estate.

### EXTENSIVE LARGENY OF JEWELRY. A Fifth Avenue Resident Robbed of \$2,500

Worth of Diamonds and Jewelry.
On Tuesday of last week a sneak thief entered the private residence of Clarence Ogden, 230 Fifth avenue, and, making his way to Mrs. Ogden's bedroom, took away a chamois tag containing dia monds and jewelry valued at \$2,500, Suspicion fel upon a visitor at the house named E. Giro, who was boarding at the St. George, in company with his cousin, Salvador Piesas. Giro, learning the officers cousin, Salvador Piesas. Giro, learning the officers were on his track, placed the bag in his cousin's bureau drawer and left for Philadelphia. Upon arriving in that city ne was arrested for a grand larceny previously committed there, and is at present held there awaiting trial. On the 21st last, Presas found the bag in his drawer, and, not examining its contents, deposited it with Pablo Battle, a restaurant keeper on Fourth avenue, for safe keeping. Presas states he called on the lollowing day for the bag, but Battle refused to give it to him, stating he intended returning the property to Mrs. Ogen herself. Battle was summoned before Justice Cox, at Jefferson Markot, yesterday morning, and upon complaint of Presas, charging him with stealing the goods, was held to bail in the sum of \$2,000 to appear for examination to-morrow. He denied the charge.

# VICTIMIZING THE UNWARY.

At the Yorkville Police Court yesterday Rudolph Kuhier, alias Charles Wilson, who had been re-manded on a charge of having swindled Mrs. Lam-brecht, mother of the late detective, was again ar-raigned and fully committed for trial. Since his arrest other complainants have turned up against him, whose testimony goes to show that he ha him, whose testimony goes to show that he has been making a regular practice of swindling people for some time past. Another of his victims is Mrs. Keiso, of the corner of Sixty-seventa street and Madison avenue, from whom, it is alleged, no obtained a sum of money on a raise check, purporting to have been signed by a Mr. Stellway. The accused also attempted to pass one of his false checks on Mrs. Shepherd Knapp, of 120 East Sixtleth street, but that lady was shrewd enough not to be caught "napping." Other complainants are expected to come forward before the prisoner will be put on his trial.

# OBSCENE LITERATURE DEALERS PINED

BALTIMORP, Md., March 28, 1872. ore, of the Criminal Court, on Wednes day imposed fines of \$200 each upon W. E. C. Har rison, David Abercrombie, Joan Abercrombie and Edward T. Nicholson, who were convicted of seiling obscene newspapers. The cases will be taken to

### THE HAYS-S'DONNELL HOMICIDE

Application Made in the Court of Oyer and Terminer to Admit Have to Bail Denied-The Case Sent to the General Sessions for Trial.

Judge Cardozo took his seat on the bench of the Court of Oyer and Terminer shortly after eleven o'clock yesterday morning. A few Seventh ward politicians had taken seats in the court room and evidently were interested in something which was to come before the Court. Their anxiety was soon set at rest, for District Attorney Garvin promptly arrived on the scene, looking as solemn as he usually does when anything important is on nand

it soon became known that a motion was to be made by the counsel for Michael Hays, who is charged with the murier of Peter O'Donnell, at the corner of Water and Roosevelt streets on the night rested on last saturday evening, and the story of the murder was retold at great length in last Sunday's HERALD. It was stated that Detectives Dusenberry and Eldridge, of headquarters, captured their man after much difficulty and an exciting chase. It was also stated that Hays had only been three weeks in this city from California. If what his friends say and what his counsel said in open court be true, the story of his hard life in California, his return to this city three weeks ago, and

THE "EXCITING CHASE" after Hays for days by the detectives, requires modi-

Judge Garvin handed in the affidavit upon which the indictment for murder hall been found by the Grand Jury against Hays. He had been indicted by a Grand Jury in 1857, but the papers in the case were misiaid, or, as is said by some of O'Donnell' friends, \$3,000 was paid

TO MANIPULATE THESE DOCUMENTS, and it was necessary that he should be indicte

again.
W. F. Howe, counsel for the prisoner, said that

again.

W. P. Howe, counsel for the prisoner, said that he had a motion to make in the case—namely, that Havs should be admitted to ball. As the indictment jound against him, however, by the Grand Jury was for wirful murder, he only made that motion as a mere formality, knowing that His Honor would not accede to it. He made it as preparatory to another question, however—namely, that the case should be tried immediately.

Judge Cardozo—ls your client in Court, sir?

Counsel—No, Your Honor, he is, not. It is not necessary that he should be here in a motion to oail.

Judge Cardozo—by your client in Court, sir?

Counsel—I would not take advantage of that, sir; and I now guar-nate to Judge Garvin that if it is denied I shall raise no point on it.

Judge Cardozo be not on it.

Judge Garvin then consented to waive the presence of the prisoner, and Judge Cardozo told the counsel to proceed.

Mr. Howe—The affidavit, Your Honor, upon which this man has been indicted, is made by a man named thoenes er. The nomiced was committed in the year 1857. This man has been in this city four years, doing business respectably as a trader, in Henry street. Yet it was only on the 5th of March last, a lew days ago, that this affidavit was made through sheer revenge, for being refused a sum of money, by this blackmairer, Rochester. Now, I will show that that affidavit was made through sheer revenge, for being refused a sum of money, by this blackmairer, Rochester. I will prove that Rochester went to Hays and demanded of him a sum of money lately. Hays reased, and Rochester forthwith went and made this anddavit. Now, Judge Garvin will bear me out that when I was informed of that I brought the prisoner myself to the District Attorney's office and asked him if there was any indictment against lays by the Grand Jury. Of course I did not suppose he would tell me, and I added, "Hays himself is now OUTSTIPE IN YOUR OFFICE, and if you have a warrant for him you can arrest him." A the very most, this crime is manslaugater in the third degree. The

The District Attorney said that he must have time to prepare for the prosecution.

Judge Cardozo—If the case be tried in this Court it cannot be tried before the May term. I will send the case to the sessions if you choose, where it can be tried after the District Attorney has a reasonable time to prepare.

District Attorney—All I want is a reasonable time. Counsel—if the case be sent to the sessions i cannot recew my molion at another time if you should deny it, Your Honor.

Judge Cardozo—I deny the motion to admit the prisoner to ball, and I will send the case to the Sessions, with a memorandum on the order that the case is sent without prejudice to a renewal of the motion to admit to oall at another phase of the case. Friends of the prisoner who were in Court say motion to admit to only at another phase of the case. Friends of the prisoner who were in Court say that he has been in New York for twelve years. He was visited at the fombs Wednesday afternoon by a large number of Seventh warvers. Lewis Rochester, who made the affidity upon which the indictment was found by the Grand Jury against Havs, is married to a sister of the deceased.

# NEW YORK CITY

Dr. Mortz, the particulars of whose arrest for not reporting a case o smallpox appeared in the

Farrell Moghan, a man fifty-four years of age, wito had been committed to the Workhouse, Black-well's Island, by Commissioner Brennan on Tuesday last, died on Wednesday night. Coroner Young was notified to hold an inquest over the remains.

Coroner Keenan was yesterday called to 204 Eas Eighth street to hold an inquest on the body of George William Barber, a child of one year old, whose death was the result of scalds accidentally received by pulling a basin of hot water from the table and spilling it on his neck and shoulders.

George H. Rose, of 43 Vandam street, appear before Justice Cox at the Jefferson Market Police Court yesterday atternoon and complained that on the 19th inst. Tryon T. J. Jeweit took from his hand an accepted draft for \$107 50 and refused to return it. Jewett denied the charge, but was held to bail in the sum of \$550 to appear for trial.

Hermann Yager, the proprietor of the Fourth Ward Hotel, in Catharine slip, who shot his wife on Wednesday night while intoxicated and in a fit of jealousy, was arraigned before Judge Scott at Essex Market Court yesterday. Mrs. Yager is 19ing dangerously ill from the wounds received, and Her-mann was neld to awant the result of her injuries.

Captain Kennedy, of the Sixth precinct, reported to Coroner Keenan that Patrick Flood, forty-five years of age and born in Ireland, who had been in a continuous state of intextication for a long time past, had died at 45 Baxter street. On St. Patrick's Day deceased fell down white drunk and cut his head, the wound not having healed up to the time of his death.

Patrick Rooney, a resident of Staten Island, while sojourning in this city on Wednesday night, became somewhat elevated from drink. Yesterday morning somewhat devated from arms. Tesselval, morning the found himself at the foot of Filty-seventa street, East River, and but for the timely intervention of an officer of the Nineteenta precinct he would have drowned himself in the river. He was taken to the Yorkville Police Court and committed for a few

A young man named Thomas McGrath was yes terday arrested, charged with stealing from the apartments of Herman Evans, of Seventy-fourth spartners of ferman Evans, or seventy-fourta street and first avenue, a quantity of sliver and a gold ring. He was arraigned at the Yorkville Felice Court, weere Mr. Evans testified to the fact that although his front room was focked, the accused got into it and took the property mentioned there from. McGrath was held for trial,

The Liberal Republican Central Committee held an adjourned meeting last evening at 385 Bowery, Robert T. Adams in the chair, and J. M. Gray Secre tary. After the minutes of the former meeting tary. After the minutes of the former meeting were read and adopted the special committee on organization reported that General Merritt and General Walker had come into the movement, and were working inquistriously in the interior of the State. A resolution denouncing President Grant and calling on all republicans similarly minuted to send their names to the Secretary was also adopted. After appointing a committee of three to make arrangements for a mass meeting in Cooper Institute the meeting adjourned.

#### WHAT DOES THIS MEAN? Yesterday atternoon a young woman or respect

able appearance presented herself before Justice Coulter, at the Yorkville Police Court, and said she had come in answer to a "summons" issued by him and wished to know what the charge against him and wished to know what the charge against her was. She was taken into the Magistrate's private room, into when none are admitted except priviteged persons, here she was commonted (so it is said) by another lady, arrayed in costly sits, and on some charge made by that lady a commitment was made out by one of the ladyers of the Court, who appeared for the prosecution, and the young woman was sent down stairs. An application for the papers in the case was made to the Clerk of the Court, but he said he coold give none, for he had not been given and.

# THE BULLS AND BEARS.

Examination at Jefferson Market Yesterday Did a Brooklyn Minister Lose All His Fortune in Stock Speculations, and Others, at the Suggestion of Woodward!

The examination in the case of William Heath, the Wall street broker, was continued before Justice Ledwith, at the Jefferson Market Police Court, yesterday afternoon. Mr. Woodward, the last witness on the stand, was further examined by Assistant District Attorney Suilivan as follows:-When I was before the referee 1 testified there was some dissatisfaction about adding 1,000 shares to the on the part of White and myself in reference to the adding of any more stock to the pool, and answered

in the affirmative.

Redirect by Mr. J. D. Townsend and Devine-1 have conversed with White about the matter since the last meeting; have looked at the stenographer's minutes of my testimony. Mr. Townsend here announced that he proposed to ask the witness the following questions put to him before the referee in the civil suit. The answers are the ones given by Q. Do you remember that, in the spring of 1870,

you went upon a Sunday school picnic or celebra tion? A. Yes, sir.
Q. Did you not, at the time you went on that

Sunday school picnic, own a very large amount of Ohio and Mississippi conds or stock? A. Yes, sir-Q. On the day you were on that picuic was not a large amount of that stock sold in the street? A. Q. Did Mr. White not sell in? A. I don't know.

Q. Did you not hear so? A. I heard so; yes. Q. Did you not furnish the stock, or some part of it, that Mr. White delivered on some part of these sales? A. I don't know but what I did. Q. And now much did you furnish of that stock

that Mr. White delivered? A. Not a great deal. Q. What do you mean by not a great deat? A. F shall decline to answer any more questions. Referee-But you professed your willingness

answer.

Witness—Yes, I did, on another part of it.

Mr. Biair—It he goes into this transaction he has a right to have all the facts come out.

Mr. Smith—That I agree to.

Q. How much of that stock did you furnish to Mr.

White for delivery? A. I shall decline answering

white for questions on that sacjects.

Q. I will ask you whether Marvin & Co. did not on that same sinital school of you that some sinital school of you that sock? A. weit, I shall decline answering any more questions.

Q. Was Marvin at that time your broker? A. I shall decline answering any more questions on that

Shall decline answering any more questions on that snaped.

Q. I will ask you whether Samuel M. Mills, a broker in Wall street, due not on the same day sell man stock snort? A. I make the same answer as the last.

Q. I will ask you whether you did not furnish Marvin that stock when they sold short on that Sunday school day, or some part of it? A. I shall make the same answer.

Q. Did you not furnish to Samuel M. Mill's the stock, or some part of the stock that they sold on that Sunday school day for delivery? A. I shall make the same answer.

Q. Had you not advised a Mr. Lounsberry, who resides in Brooklyn, before that Sunday school day to buy that stock? A. I make the same answer.

Q. Didn't Mr. Lounsberry come to you on the return of the Sunday school excursion that afternoon at the boat, and in a state of excitement tell you that they had been selling the stock ghort on that day—air. White and others? A. I make the same answer.

Q. And did you not tell him that you had not sold a share? A. I shall make the same answer.

Q. And did you not tell him that you had not sold a share? A. I shall make the same answer.

Q. And did you not tell him that you had not sold a suare? A. I sand make the same answer.
Q. And did you not tell him then not to sell? A. I shall make the same answer.
Q. Didn't you tell that then to hold on to the stock that he had bought on your advice that same atternoon? A. I shall make the same answer.
Q. Had you not, previous to toat Sunday school day, recommended a certain ciergyman in Brooklyn to ony that stock? A. I shall make the same answer.

answer.
Q. And didn't that clergymon lose all he put into that stock in consequence of the inflicance by the saies of this sunday school day? A. I make the

saies of this Sinday school day? A 1 make the same answer.

Q. Did you not advise a clerk in Jay Cooke & Co.'s office, previous to toat Sinday school day, to buy the stock? A. The same answer.

Q. And did he not lose a large sim of money in consequence of the iai caused by your seiling out the stock on that day? A. The same answer.

Q. I will ask you whether Ar. White was not interested in your speculation in Ohio and alississippi at that time? A. The same answer.

Q. I will ask you whether on that day when white was selling the stock short, which stock you furnished him after to denver, whether he was not laterested with you in that speculation? A. The same answer.

ame answer.

Q. Has not this stock, the Ohio and Missisuppi, the name in Waii street, "sunday School Sixes," from the transactions of that day? A. The same answer.

Q. Mave you not heard that you had been charged with Iranu in Wali street in the transactions in the Omo and Mississippi? A. The same answer.

tions in the Onto and mississippi? A. The same answer.

Q. Have you not been called names—opprobrious names—growing out of that olino and dississippi transaction, in the Board of Brokers, publicly, in your own presence? A. The same answer.

Q. And when you are so called by those opprobrious names in the Board of Brokers do you resent it?

A. The same answer.

Q. were you not at that time that you were so called those opprobrious names that not poportunity would be allorded you to disprove the charges that were made against you? A. The same answer.

charges that were made against you? A. The same answer.

Q. Have you not within the past year been engaged in a very large stock operation in Rock Island? (Objected to.) A. The same answer.

Q. Did you not order a large number of brokers in wan street to buy Rock Island for you after you knew you were insolvent? A. The same answer.

Q. Didn't a large number of brokers, to the amount somewhere of fifteen, so ony large amounts of Rock Island stock, ordered by you, after you knew you were insolvent, and were they not ruined thereby? A. The same answer.

Q. How much do you owe to-day? A. The same answer.

Q. How much do you owe to-day? A. The same answer.

Q. Are you not an insolvent debtor to-day, to the amount of \$5,000,000, growing out of this Rock Island operation? A. The same answer.

Q. What amount of property have you settled upon your wite within the past three or four years? A. The same answer.

Q. What amount have you so settled upon them, or any of them, during the past year—whie and conferent A. The same answer.

Q. Or during the past two years? A, The same answer.

Q. Have you not, within the course of the list two or three years, settled upon your wife and family about the sum of eight hundred thousand dollars? A. The same answer.

Q. Are you not now living upon the interest of that sum, while your creditors in Wall street, to the amount of several millions, go unpaid? A. The same answer.

Q. Have you made, since the speculation in Rock Island, when so many brokers were runed, any starement of your affairs in Wall street? A. Same answer.

answer.

Q. Have you paid anything in Wall street to your creditors whom you now owe who lost on that transaction? A. Same answer.

Q. Do you not owe in wall street a large amount that resulted in those large speculations? A. Same

that resulted in those large speculations? A. Same answer.

Mr. Salitvan quoted Greenleaf on evidence and a decision of Judge Forter in the Court of Appeals, and also illustrated his views by quoting a trie-graphic despatch which he had observed in a morning paper, to the effect that a half had declined to appear it Court in consequence of being subjected to such examination, and that the Judge had said to the party examining the lady in siden manner that he may have gained his case, but that he would leave the Court an object of detestation.

Mr. Townsend said that, while he would not of his own motion introduce in any Court an authority based upon a newspaper telegram, he would accept this case as entirely carrying out his views of the question. It was very evident that the Court had agreed that such examination to be had, and he quite a reed that such examination to be had, and he quite to the extent stated by Mr. Sullivan, would certainly received condemnation. But hims sympathy avoided the question. In woodward's case the matter was different. The question although collateral to the lisue.

Air. Townsend cited several cases in support of his vectors and argued that the position taken by Mr.

different. The questions asked of his n were directly relevant to the question, although collateral to the Issue.

Air. Townsend cited several cases in support of his position, and argued that the position taken by Mr. Suffivan was too broad, and not sustained by the opinion of Judge Porter. That the opinion of Judge Porter was based upon an appeal when the question raised on the trial below was whether the prition raised on the trial below was whether the prition raised in the trial below was whether the prition excluded was whether the witness had committed additory. This was entirely irrelevant to the issue of lorkery, and could not even remotely affect his credit if answere in the affirmative. Mr. fownsend cited further an opinion of Judge Pecthan' in the Court of Appeals, and a case from Partins' keports. Judge Ledwith reserved his decision.

Mr. Marvin, of the firm os Marvin & Co., brokers, was next called, and testified to an interview held in their office between Heath, Young and White. Woodward said to Heath, 'You will remember well each are responsible for one-third;' don't know what Heath's reply was.

Cross-examined—We are stock brokers, doing a commission business; don't know how long I had known Woodward and White prior to the above conversation: they had transactions with us in Reading stock, also in Ohio and Mississippi stock, also in Northwest common preferred; Woodward hold on to the stock, sell it out and buy it back at a lower farner; lieath said it was a new business to him to operate in stocks; Heath accepted the proposition made by White to bold on to the stock. The case was here adjourned until Wednesday next